

EXHIBIT A
STATEMENT OF WORK

**DELEGATION OF AUTHORITY
AND
INTERAGENCY AGREEMENT
BY AND BETWEEN
THE U.S. GENERAL SERVICES ADMINISTRATION
AND
THE U.S. DEPARTMENT OF DEFENSE
FOR ALTERATIONS AT
THE JAMES POLK BUILDING**

In accordance with 40 U.S.C. §§ 121(d) and (e) and such other authorities vested in the Administrator of General Services (the "Administrator") to delegate or assign authorities and functions to other Executive agencies, I hereby delegate to the Secretary of Defense (the "Secretary") the authority identified in section 1, below, and authorize the successive re-delegation of that authority within the U.S. Department of Defense (the "Agency"), subject to the terms and conditions of this Delegation of Authority and Interagency Agreement (the "Interagency Agreement"). This Interagency Agreement, together with the accompanying Statement of Work, dated October 11, 2017, and Independent Government Estimate (collectively, the "Plan"), attached hereto as Exhibits A and B, respectively, and incorporated herein by reference, are collectively referred to herein as the "Delegation." The Agency and the U.S. General Services Administration ("GSA") are collectively referred to herein as the "Parties" and each individually as a "Party."

1. Authority Delegated. The authority delegated includes section 2 of Reorganization Plan No. 18 of 1950, 15 F.R. 3177, 64 Stat. 1270 (40 U.S.C. § 301 note), and 40 U.S.C. §§ 581(c)(3) and (4) and 3312 to perform alterations at the James Polk Building located at 2521 South Clark Street in Arlington, Virginia (the "Building"). The alterations are necessary to meet a new space requirement arising out of a classified Agency Acquisition Decision Memorandum (ADM) issued on July 27, 2017. This ADM directs the Agency to add new personnel, relocate current personnel and acquire and outfit approximately 10,200 square feet of new secure office space. Any contract entered into by the Agency pursuant to this authority delegated herein must be executed by a qualified and duly warranted contracting officer.

By accepting this Delegation, the Agency agrees to the terms and conditions set forth in the Plan. In the event of a conflict between the Plan and the Interagency Agreement, the terms and conditions of the Interagency Agreement will control.

2. Background and Scope. The Building is privately owned and leased in its entirety by GSA under Lease No. LVA12710. The proposed project, estimated to cost \$3,546,614.07, including design, construction and lessor's fees, is required by the Agency to meet a new space requirement arising out of a reorganization. The Agency is adding new personnel, relocating existing personnel and acquiring and outfitting approximately 10,200 square feet of new secure space. The Agency will award a contract for the necessary design and construction services and provide the supervision required to alter the space in the Building. The Agency has confirmed to GSA that it has received sufficient funding to undertake the proposed work.

3. Responsibilities of the Parties for Work Performed at the Building.

A. Since the proposed alterations are to be undertaken in a privately owned building pursuant to a lease entered into by GSA, the GSA Leasing Contracting Officer (the "GSA Contracting Officer"), or the GSA Contracting Officer's designated representative, will act as the liaison with the Building lessor in connection with the work at the Building. The Agency must not deal directly with the lessor without the express written consent of the GSA Contracting Officer. The GSA Contracting Officer, in consultation with the Agency, will coordinate with the lessor to facilitate the requested alterations and obtain any required approvals. The Agency will serve as the GSA Contracting Officer's Representative ("COR") for this project.

B. The GSA Contracting Officer hereby acknowledges receipt of the Agency's requirements as depicted in the Plan. In addition to the Plan, the Agency must submit project schedules, plans, drawings, specifications, detailed estimated construction costs, and other related construction documents (collectively, the "Project Documents") to the GSA Contracting Officer for review and comment, with sufficient time to provide meaningful review depending on the magnitude or complexity of the project, but in no event less than 60 business days prior to the scheduled start date of the project. The GSA Contracting Officer will coordinate with the lessor and will inform the Agency, in writing, no later than 30 business days prior to the scheduled start date of the project, of the GSA Contracting Officer's and the lessor's approval or disapproval of the proposed project (or aspects thereof), together with a list or explanation, as appropriate, of the changes that must be incorporated into the submitted Project Documents to make them acceptable to the GSA Contracting Officer and the lessor. The Agency may not commence any construction activities in connection with the proposed project until the GSA Contracting Officer issues written approval to proceed in accordance with the approved Project Documents.

C. If the Agency proposes any material or substantial changes, additions or deletions to the approved Project Documents, the Agency must provide prior written

notification to the GSA Contracting Officer, setting forth the requested changes, additions or deletions, or any combination thereof, and plans, specifications or other documentation detailing the proposed changes, additions or deletions, or any combination thereof. The GSA Contracting Officer will coordinate any changes to the approved Project Documents with the lessor. Before commencing to implement any of the proposed changes, additions or deletions, the Agency must obtain the written approval of the GSA Contracting Officer.

D. The Agency will be responsible for any and all costs and expenses to design and construct the proposed alterations. If the Agency is authorized to contract for the performance of the work, the Agency must only contract directly with the contractor or contractors approved by the GSA Contracting Officer and each contractor must bill the Agency directly for services rendered. The Agency must pay each contractor directly all compensation due them in accordance with the terms of their respective contracts with the Agency. All contracting actions undertaken by the Agency must comply with all applicable procurement laws and regulations and each contractor must be properly licensed and qualified to do business with the Federal Government and possess the requisite financial strength, experience and past job performance for the work.

E. The Agency agrees to comply with all terms and conditions imposed by the lessor, as well as any other requirements imposed by the GSA Contracting Officer.

F. With respect to any services provided by GSA to the Agency in connection with obtaining the necessary approvals of the lessor, if any payment to the lessor is required under the terms of the lease, the payment must be made by the Agency, on presentation of proper vouchers by GSA, in advance or by reimbursement (as may be agreed upon by the Parties).

G. To the extent the Agency contracts directly for the performance of the work with an entity other than the lessor, the COR must inspect the work as it is being performed. The GSA Contracting Officer and the lessor both will have the right, but not the obligation, to conduct inspections from time to time to ascertain that the construction is being performed in accordance with the approved Project Documents and the Delegation. The Agency and the GSA Contracting Officer may each conduct final inspections of the work. In the event of a disagreement between the Agency and GSA, the GSA Contracting Officer's determination will control. After completion of the construction, the Agency must provide the GSA Contracting Officer a full set of "as-built" plans, detailed specifications and itemized actual construction costs for the project.

4. Performance of the Work.

A. The Agency must perform or cause to be performed all installation and alteration work at the Building in accordance with the Plan, the approved Project Documents, the other terms and conditions of this Delegation, and, as applicable, the underlying lease and Occupancy Agreement. GSA understands that the work is to be performed by the Agency's contractors.

B. The Agency agrees that all design and construction work undertaken by or on behalf of the Agency under this Delegation must be prosecuted with all reasonable diligence and without undue interruption, and must be completed in a good and workmanlike manner, with materials and products of appropriate quality and consistent with any manufacturer's specifications for such materials or products. The Agency and its contractors must take all necessary or appropriate actions and precautions in performance of the work to avoid causing any damage to the Building.

5. Indemnification. Financial Responsibility and Insurance Requirements.

A. The Agency must contract for any work performed under this Delegation in accordance with the terms and conditions of the Federal Acquisition Regulation and the GSA Acquisition Manual. The Agency must require in any contract awarded for all or any portion of any work performed in accordance with the terms and conditions of this Delegation that the contractor(s) must save, indemnify and hold harmless GSA, the Agency and the United States, and their employees, officers, representatives, and agents, in both their individual and official capacities, from and against all liabilities, claims, demands, causes of action, suits, costs, and expenses (including, without limitation, attorneys' fees and expenses, and court costs) arising from or relating to the operations of the contractor(s) that cause damage to persons or property. Before commencing any construction activities under this Delegation, each contractor must deliver evidence to the Agency, with a copy to the GSA Contracting Officer, that it has obtained at least \$5,000,000 comprehensive general public liability and property damage insurance policies to cover claims arising from or relating to the contractor's operations that cause damage to persons or property; such insurance must name the United States, acting by and through the Administrator and the Secretary, as an additional insured. This condition may be met by separate policies. The contractor(s) must maintain the required insurance at all times during the contract. All policies of insurance must be in companies of generally recognized responsibility and duly licensed, authorized or qualified to do business and in good standing in the Commonwealth of Virginia and every other jurisdiction in which the insurance company

operates. All policies of insurance must provide that they may not be canceled without at least 30 calendar days' prior written notice to the Agency and GSA.

B. By accepting the terms and conditions of this Delegation, and without the need for further documentation, the Agency agrees to accept full responsibility for all work performed under this Delegation, and to correct, or cause to be corrected, promptly any nonconforming work or property damage identified by either the GSA Contracting Officer or the lessor at no cost or expense to GSA. Notwithstanding the requirements of subsection 5.A, above, the Agency will remain liable and financially responsible to GSA for any and all personal or property damage caused, in whole or in part, by the acts or omissions of the Agency, its employees, agents, and contractors.

6. GSA Quality Assurance Program. GSA will monitor the Agency's performance under this Delegation and will have the right, but not the obligation, to conduct inspections from time to time to ascertain that the work is being performed in accordance with the terms and conditions of this Delegation and the approved Project Documents. If GSA determines that the Agency is not in compliance with the terms and conditions of this Delegation, GSA and the Agency must develop a Corrective Action Plan to address any such performance problems. A copy of the Corrective Action Plan will be provided to the Secretary and to GSA's Regional Commissioner, Public Buildings Service ("PBS"), National Capital Region. If, following implementation of the Corrective Action Plan, the Agency's performance does not improve in GSA's reasonable judgment, GSA may rescind this Delegation as provided in section 10, Discontinuance, below.

7. Access to Sensitive But Unclassified Building Information and Controlled Unclassified Information. Each employee of a contractor or subcontractor must have the appropriate security clearance to perform the work, and must execute a Release and Non-Disclosure Agreement for Sensitive But Unclassified ("SBU") building information and Controlled Unclassified Information ("CUI"), a copy of which is attached hereto as Exhibit C and incorporated herein by reference. Each contractor and subcontractor must be registered in the Central Contractor Registration database, in accordance with Federal Acquisition Regulation subpart 4.11. Each individual requesting access to SBU building information or CUI, or both, will be required to execute a Release and Non-Disclosure Agreement prior to being provided access to any SBU building information or CUI. In lieu of executing a Release and Non-Disclosure Agreement, Agency employees must agree to comply with the Agency's restricted-release information policies and procedures. The Agency must collect the executed Release and Non-Disclosure Agreements, and transmit copies to the GSA Contracting Officer. By executing the Release and Non-Disclosure Agreement or agreeing to comply with the Agency's restricted-release information policies and

procedures, the employees of the Agency and its contractors and subcontractors will have the right to request access to the SBU building information and CUI relating to the project. The Agency, its contractors and subcontractors, each agree to comply with the terms and conditions of the Release and Non-Disclosure Agreement for SBU building information and CUI. All SBU building information and CUI generated by the Agency, its contractors and subcontractors, must be marked as directed by the GSA Contracting Officer and treated in the same manner as SBU building information and CUI provided by GSA. When the project for which the SBU building information or CUI was provided, or generated is complete, the Agency must send the written confirmation of disposal or return of documents, as well as any SBU building information and CUI that has not been destroyed by the contractors, subcontractors or the Agency, to the GSA Contracting Officer; provided, however, that any such disposal or return of documents is subject to the Agency's applicable records retention schedules. Any unauthorized disclosure of SBU building information or CUI must be reported promptly by the Agency to the GSA Contracting Officer. In the event of an unauthorized disclosure of SBU building information or CUI, GSA reserves the right to rescind this Delegation, as provided in section 10, Discontinuance, below.

8. Contract Claims.

A. The Parties acknowledge that GSA will have no responsibility or liability, either directly or indirectly, for any contractual claims or disputes that arise out of or relate to the performance of the work at the Building under the terms and conditions of this Delegation, except to the extent such claim or dispute arises out of or relates to the wrongful acts or negligence of GSA, its employees, agents, or employees. If lessor files a claim under the Contract Disputes Act that arises out of or relates to the performance of the work under this Delegation, the Agency hereby acknowledges that it will be solely responsible for the cost of any such claim, including the defense of the claim.

B. The Agency must administer and defend any claims and actions and, except as otherwise expressly provided herein, be responsible for all liabilities arising out of or relating to the performance of the work at the Building by or on behalf of the Agency or its contractors under the terms and conditions of this Delegation. The Parties agree that they may need to coordinate and collaborate on such claims and actions depending upon the facts of each claim or action.

C. The Agency will be responsible for the payment of any judgments rendered or settlements agreed to in connection with contract claims or other causes of action arising out of or relating to the performance of the work at the Building by or on behalf of the Agency or its contractors under the terms and conditions of this Delegation.

9. Third-Party Claims for Personal Injury or Property Damage.

A. Unless otherwise agreed to by the Parties, claims by third parties for personal injury or property damage alleged to have occurred at the Building arising out of or relating to the performance of the work by or on behalf of the Agency or its contractors under the terms and conditions of this Delegation will be handled by the Agency.

E. The Party assigned to handle the third-party claim will be responsible for all aspects of adjudicating such claim, including providing legal support and identifying the proper source of funding for any associated settlement or judgment.

10. Discontinuance. Either the Administrator may rescind the Delegation or the Secretary may terminate the Delegation by providing written notice to the other Party. The rescission or termination, as applicable, will be effective 30 days following delivery of the notice in accordance with section 12, below, unless a later date is set forth in the notice. Notwithstanding any other provision of this Delegation to the contrary, in the event of rescission or termination, the Agency will continue to be responsible for any and all costs and expenses incurred in connection with the performance of the work at the Building by or at the direction of the Agency or its contractors under the terms and conditions of this Delegation, including the costs of closing out or transferring any on-going contracts or the payment of claims, and will remain responsible for any alteration to the Building, in accordance with the terms and conditions of this Delegation.

11. Disputes.

A. The Parties understand that from time to time disputes may arise between them and that there is a need for an effective dispute resolution process so as to maintain their working relationship and resolve these disputes in a timely manner. To that end, to the maximum extent practicable, all such disputes should be resolved informally at the Agency and GSA program office level. In the event the dispute cannot be settled by the Agency and GSA program offices in a reasonable time frame, the Parties agree to escalate the dispute promptly through progressively higher levels within each agency.

B. Any dispute over the scope of this Delegation or the authority delegated hereunder that cannot be resolved at the Agency and GSA program office level will be referred, in writing, along with a description of the matter, including each Party's position and copies of any supporting information, to the Agency's Director, Leased Services Directorate, Office of Facilities and Administrative Services, Washington Headquarters Services, and GSA's PBS Regional Commissioner, National Capital Region, who will make good faith efforts to resolve the dispute. If these officials cannot resolve the dispute within a reasonable time frame, they will refer it for resolution to the Administrator, who will issue a decision on any submitted dispute within 30 calendar

days from the Administrator's receipt of a request that a decision be rendered. The Administrator's decision will be final and binding on the Parties, and the Parties will then coordinate to implement the decision promptly.

C. Any other dispute involving a monetary claim between the Parties or a matter of law or legal interpretation will be resolved in the following manner:

i. To the maximum extent practicable, all such disputes should be resolved at the Agency and GSA program office level. In the event the dispute cannot be settled by the Agency and GSA program offices in a reasonable timeframe, it will be referred, in writing, along with a description of the matter, including each Party's position and copies of any supporting information, to the Agency's Director, Leased Services Directorate, Office of Facilities and Administrative Services, Washington Headquarters Services, and GSA's PBS Regional Commissioner, National Capital Region, who will make good faith efforts to resolve the dispute. If these officials cannot resolve the dispute within a reasonable timeframe, they will refer it for resolution to the Administrator, who will issue a decision on any submitted dispute within 30 business days from receipt of a request that a decision be rendered. The Administrator's decision will be final, unless the Secretary appeals such decision as provided in subsections 11.C.ii. or iii., below.

ii. If, after receiving the Administrator's decision in accordance with subsection 11.C.i., above, the Agency wishes to appeal the dispute further, and the dispute involves a monetary claim between the Parties or a transactional dispute, the Agency may request that the dispute be resolved in accordance with Appendix 10, Intragovernmental Transaction (IGT) Guide, of Chapter 4700 of Volume I: Federal Agencies of the Treasury Financial Manual, or subsequent guidance.

iii. If, after receiving the Administrator's decision in accordance with subsection 11.C.i., above, the Agency wishes to appeal the dispute further, and the dispute involves an interagency legal dispute that cannot be resolved by counsel for the Parties, the GSA General Counsel and the Agency General Counsel, or their respective designees, will jointly submit the matter to the Attorney General of the United States for resolution in accordance with Executive Order 12146 (or any succeeding executive order).

iv. Any decision of the Bureau of the Fiscal Service (or any successor dispute resolution forum for intragovernmental monetary claims) or the Attorney General, as applicable, will be final and binding on the Parties, and the Parties must then coordinate to implement the decision promptly. Pending a final decision by the Bureau of the Fiscal Service (or any successor dispute resolution forum for intragovernmental monetary claims) or the Attorney General, as applicable, the final decision of the

Administrator will remain in effect.

12. Notices. All notices, objections, consents, approvals, demands, submissions, deliveries, requests, and other communications pursuant to or in connection with this Delegation must be in writing and will be deemed given upon delivery with a written receipt (or upon refusal of delivery or receipt) to the officials specifically identified in this Delegation, and if no such official is specified, then, if to GSA, to the GSA Contracting Officer, and, if to the Agency, to the Director, Leased Services Directorate, Office of Facilities and Administrative Services, Washington Headquarters Services, at the address immediately below or to such other address as may be specified by either Party, either: (i) by registered or certified United States mail, return receipt requested, postage prepaid; or (ii) by hand; or (iii) by a nationally recognized overnight delivery service; or (iv) by e-mail; or (v) by any other method agreed upon by the Parties. Either Party may change its point of contact and address at any time by giving notice of such change to the other Party in the manner provided herein at least 10 days prior to the date such change is to be effective. All notices must be addressed as follows:

If to GSA:

Thomas B. Malone
Contracting Officer
WPXDA
Public Buildings Service – National Capital Region
U.S. General Services Administration
301 7th Street, S.W.
Washington, DC 20407
email: Thomas.malone@gsa.gov
Office Phone: 202-219-3191

If to the Agency:

Mr. Leon King
Chief
Leased Services Directorate
Washington Headquarters Services
U.S. Department of Defense
1155 Defense Pentagon
Washington, DC 20301
email: leon.a.king2.civ@mail.mil
Office Phone: (571) 372-0551.

13. Amendment and Modification. This Delegation is intended to reflect the agreement of the Parties. No collateral agreements or writings affect or supersede the terms of this Delegation, except as expressly specified herein. This Delegation may be modified or amended only by mutual written agreement signed by the respective agency heads, or their respective designees, and such writing must expressly reference the Parties' intent to modify or amend this Delegation.

14. Miscellaneous.

A. This Delegation will not affect any pre-existing or independent relationships or obligations between the Agency and GSA.

B. The provisions of this Delegation that require performance after the rescission or termination of this Delegation will remain in force and effect notwithstanding the rescission or termination of this Delegation.

C. If any provision of this Delegation is determined to be invalid or unenforceable, the remaining provisions will remain in force and unaffected to the fullest extent permitted by law and regulation.

D. This Delegation may be executed in counterparts, each of which will be deemed a duplicate original.

15. No Rights Created in Third Parties. Nothing in this Delegation is intended or will be construed to create any rights or remedies for any third party, and no third party is intended to be a beneficiary of this Delegation.

16. Effective Date. This Delegation is effective on the date of the Agency's acceptance below, and remains in effect until the alterations at the Building are completed, unless earlier rescinded or terminated as provided in section 10, Discontinuance, above, or as otherwise modified or amended under section 13, Amendment and Modification, above.

17. Anti-Deficiency Act. All agreements herein are subject to, and will be carried out in compliance with, all applicable Federal laws and regulations. This Delegation is not a financial or obligating document. Nothing in this Delegation authorizes or is intended to obligate funds in excess of appropriations or in violation of the Anti-Deficiency Act, or to obligate the Parties to expend, exchange or reimburse funds, services or supplies, or transfer anything of value.

[Signature page to follow.]

IN WITNESS WHEREOF, the Parties have executed this Delegation on the dates hereinafter identified.

DELEGATED BY:

U.S. GENERAL SERVICES ADMINISTRATION,
acting by and through the
ADMINISTRATOR OF GENERAL SERVICES
and authorized representatives

(b) (6)
E hy
Administrator of General Services

July 17, 2019
Date

ACCEPTED AND AGREED TO BY:

U.S. DEPARTMENT OF DEFENSE,
acting by and through the
Washington Headquarters Services,
Office of Facilities and Administrative Services,
and authorized representative

(b) (6)
Thomas Muir
Director
Washington Headquarters Services
U.S. Department of Defense

(b) (6)
Date

Attachments